

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII

IN THE MATTER OF:LOWRY LANDFILL SITE
Arapahoe County, ColoradoProceeding under Section 122 (g) (4)
of the Comprehensive Environmental
Response, Compensation, and Liability
Act of 1980, as amended, 42 U.S.C.
§ 9622 (g) (4)

ADMINISTRATIVE ORDER
ON CONSENTDE MINIMIS SETTLEMENTDOCKET NO. :
CERCLA-VIII-~~92~~-93-04

I. JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. 9622 (g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. 9606 or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (Sept. 13, 1987).

This Administrative Order on Consent is issued to Respondents. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Consent Order which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning(s) assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Order or in the Appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"Base Amount" shall mean the product of the Respondent's volumetric contribution of Waste Material to the Site (as identified in Appendix A or B hereto) and \$3.77, the per gallon dollar amount. The per gallon dollar amount was computed by dividing the Remediation Cost by the Total Volume of Waste Material at the Site.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

"Consent Order" or "Order" shall mean this Order and all appendices and attachments hereto. In the event of conflict between this Order and any appendix or attachment, this Order shall control.

"Day" shall mean a calendar day unless expressly stated otherwise. "Working day" shall mean a day other than a Saturday, Sunday or Federal holiday. In computing any period of time under this Consent Order where the last day would fall on a Saturday,

Sunday or Federal holiday, the period shall run until the close of business of the next working day.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Federal Respondents" shall mean the United States Air Force; the Defense Logistics Agency; the EPA Region VIII Laboratory; the United States Mint (Treasury Department); the Veterans Administration; and the United States Geological Survey; and their successor departments or agencies.

"Future Response Costs" shall mean all response costs, including, but not limited to, direct and indirect costs, that the United States and any other person incur in connection with the Site after April 30, 1991.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. part 300, including but not limited to, any amendments thereto.

"Non-Federal Respondents" shall mean all Respondents except for Federal Respondents.

"Operation and Maintenance" or "O & M" shall mean all activities required to maintain the effectiveness of the remedial action.

"Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral.

"Past Response Costs" shall mean all response costs, including, but not limited to, direct and indirect costs and interest that the United States incurred with regard to the Site prior to April 30, 1991.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6991i, also known as the Resource Conservation and Recovery Act.

"Remediation Cost" shall mean the estimated total dollar amount for all response actions at the Site, including, but not limited to, the cost of remedial action, Past Response Costs, Future Response Costs, and Operation and Maintenance Costs. The Remediation Cost is \$536,000,000.

"Respondents" shall mean those entities, including the Federal Respondents, identified in Appendices A and B.

"Section" shall mean a portion of this Consent Order identified by a roman numeral.

"Settlement Amount" is the total amount each Respondent is obligated to pay as identified in Appendices A and B to this Consent Order.

"Site" shall mean the Lowry Landfill Superfund Site as defined in Section III, Paragraph 1 of this Order.

"Total Volume of Waste Material" shall mean the estimated cumulative amount of Waste Material disposed at the Site. The Total Volume of Waste Material is 142,295,420 gallons.

"United States" shall mean the United States of America, including its agencies, departments, and instrumentalities, with the exception of the Department of Energy.

"Waste Material" shall mean waste containing (1) any hazardous substance as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) or (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33).

III. STATEMENT OF FACTS

The following paragraphs summarize the factual determinations made by EPA in support of this Order. Respondents neither admit nor deny them.

1. The Lowry Landfill Superfund Site is the area ranked Number 180 on the National Priorities List promulgated on September 1, 1984 (49 FR 37070), as that area has been defined and may be expanded by the United States from time to time. The Site, which includes the areal extent of contamination, is located near the intersection of Quincy Avenue and Gun Club Road, approximately 15 miles southeast of downtown Denver, Colorado. The Lowry Landfill is owned by the City and County of Denver ("Denver") and encompasses approximately 400 acres, generally known as Section 6. Section 6 is located in unincorporated Arapahoe County, Colorado.

2. In 1964, the United States quit-claimed the property upon which the Lowry Landfill is located to Denver conditioned upon its use of the property as a municipal sanitary landfill for a period of 20 years. From 1967 through 1980, Denver operated the Lowry Landfill as an industrial and municipal waste landfill. During this period, liquid industrial wastes were deposited in approximately 65 unlined pits at the Lowry Landfill. Subsequently, the liquid wastes were covered with

municipal refuse or soil. Hazardous substances disposed at Lowry Landfill have been detected in the groundwater, surface water, soils, sediments, and air on portions of the Site.

3. As a result of the release or threatened release of hazardous substances into the environment, EPA has undertaken response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. EPA has entered into Administrative Orders on Consent (AOCs) for the performance of Remedial Investigations/ Feasibility Studies (RIs/FSSs) for Shallow Groundwater and Subsurface Liquids and Deep Groundwater Operable Units (OUs) 1 & 6 (December 22, 1989), Landfill Solids and Gas OUs 2 & 3 (July 27, 1990), and Surface Water, Soils and Sediment OUs 4 & 5 (March 25, 1991). EPA and potentially responsible parties have also undertaken interim response actions including the Barrier Wall and Treatment Plant, the Drum Removal Action, and the Surface Water Removal Action. A Site-wide Record of Decision ("ROD") is not expected until the Spring of 1994.

4. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. As of April 30, 1991, EPA had incurred \$18,094,323.07.

5. Information currently known to EPA indicates that:

a. Each Respondent listed on Appendix A or B to this Consent Order arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of Waste Material owned or possessed by such Respondent at the Site, or accepted Waste Material for transport to the Site.

b. The amount of Waste Material contributed to the Site by each Respondent individually is equal to or less than 300,000 gallons and the toxic or other hazardous effects of the Waste Material contributed to the Site by each Respondent do not contribute disproportionately to the cumulative toxic or other hazardous effects of the Waste Material at the Site.

c. EPA and the Respondents (collectively referred to as the "parties") agree that settlement of this case without litigation and without the admission or adjudication of any issue of fact or law is the most appropriate means of resolving this action.

6. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating the contamination at or in connection with the Site taking into account possible cost overruns in completing the remedial action, and possible future costs if the remedial action is not protective of public health or the environment.

7. Payments required to be made by each Respondent pursuant to this Consent Order are a minor portion of the total response costs at the Site which EPA, based upon currently available information, estimates to be \$536,000,000.

8. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of Waste Material owned or possessed by such a person at the Site, or who accepted Waste Material for transport to the Site. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

IV. DETERMINATIONS

Based upon the Findings of Fact set forth above and on the administrative record for the Site, EPA has determined that:

1. The Lowry Landfill Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

3. Each Respondent is a potentially responsible party within the meaning of Section 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

4. The past, present or future migration of hazardous substances from the Site constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

5. Prompt settlement with the Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

6. The amount of Waste Material contributed to the Site by each Respondent and the toxic or other hazardous effects of the Waste Material contributed to the Site by each Respondent are minimal in comparison to other Waste Material at the Site pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

7. The Regional Administrator of the United States Environmental Protection Agency, Region VIII ("Regional Administrator"), has determined that prompt settlement of this case is practicable and in the public interest, and that the settlement embodied in this Consent Order is fair, reasonable and consistent with CERCLA.

V. ORDER

Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

PAYMENT

1. As indicated by each Respondent's premium election on the signature page of this Consent Order, each Respondent has elected one of the two premium options set forth below. If Premium Option A was selected by the Respondent, the Respondent shall refer to Appendix A for such Respondent's payment of the Settlement Amount (a total multiplier of 1.5 to Respondent's Base Amount) required by this Consent Order. If Premium Option B was selected by the Respondent, the Respondent shall refer to Appendix B for such Respondent's payment of the Settlement Amount (a total multiplier of 3.0 to Respondent's Base Amount) required by this Consent Order.

a. OPTION A: Each Respondent listed in Appendix A shall pay a "premium for settlement" to the United States in an amount equal to the product of 0.5 and that Respondent's Base Amount set forth in Appendix A.

b. OPTION B: Each Respondent listed in Appendix B shall pay a "premium in lieu of cost recouper" to the United States in an amount equal to the product of 2.0 and that Respondent's Base Amount set forth in Appendix B.

2. Each Non-Federal Respondent shall pay to the Hazardous Substance Superfund the Settlement Amount set forth in Appendix A or B to this Consent Order within 30 days of the effective date of this Consent Order.

3. All payments made by Non-Federal Respondents pursuant to Section V, Paragraph 2, including any interest thereon that may be due and payable pursuant to Section V, Paragraph 6, infra, shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Payments must be designated as "Response Costs--Lowry Landfill De Minimis Settlement, Docket No.: CERCLA- VIII-92-_____, Site No. 8, (Colorado)" and shall be sent to:

United States Environmental Protection Agency
Region VIII
P.O. Box 360859 M
Pittsburgh, PA 15251
Attn: Superfund Accounting

with a copy sent to:

EPA Cost Recovery Program Manager
Superfund Enforcement Section (8HWM-SR)
United States Environmental Protection Agency
999 18th Street, Suite 500
Denver, Colorado 80202-2405

4. Within a reasonable time after the effective date of this Order, but not exceeding six months, the Federal Respondents shall transfer, or have transferred on their behalf, the Settlement Amount set forth in Appendix A or B to this Consent Order to the "EPA Hazardous Substance Superfund," in accordance with the provisions of Paragraph 3, or as may otherwise be agreed between EPA and the Federal Respondents. Notwithstanding any other provision of this Order as to each Federal Respondent, in the event that a Federal Respondent fails to complete transfer of its respective share into the Hazardous Substance Superfund within six months of the effective date of this Order, EPA in its unreviewable discretion may determine the settlement is null and void as to that Federal Respondent.

5. No provision of this Order shall be interpreted as or to constitute a commitment or requirement that the Federal Respondent obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341.

6. Interest on all payments required by Section V, Paragraphs 2 and 4 shall begin to accrue upon the effective date of this Consent Order, at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). In the event that any payment required of any Non-Federal Respondent by Paragraph 2 of this Section is not made within 30 days of the effective date of this Consent Order or any transfer of funds into the Hazardous Substance Superfund by any Federal Respondent by Paragraph 4 of this Section is not made within six months of the effective date of this Consent Order, such Respondents shall pay accrued interest on the unpaid balance. Interest on any payment required of any Respondent shall be compounded annually. On October 1st of each subsequent fiscal year, any unpaid balance shall begin accruing interest at a new rate to be determined by the Secretary of the Treasury. Interest shall accrue at the rate specified through the date of the Respondent's payment. Accrued interest on the amount set forth in Paragraphs 2 and 4 of this Section shall be paid to the EPA Hazardous Substance Superfund. Payments of interest made under this Paragraph shall be in addition to any remedies or sanctions available to EPA by virtue of any Respondent's failure to make timely payments under this Section.

7. Settlement Amounts paid by each Respondent under this Consent Order are not fines, penalties or monetary sanctions.

CIVIL PENALTIES

8. In addition to any other remedies or sanctions available to the EPA, including remedies specified in this Consent Order, any Non-Federal Respondent that fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

CERTIFICATION OF RESPONDENTS

9. Each Respondent hereby certifies, to the best of its knowledge and belief, that it has provided to the EPA all information requested by the EPA pursuant to its authority under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), in its possession, or in the possession of its officers, directors, employees, contractors, or agents that relates in any way to the ownership, operation, generation, treatment, transportation, storage, or disposal of Waste Material at the Site.

10. As of the effective date of this Consent Order, each Respondent hereby certifies that to the best of its knowledge and belief, the Respondent neither possesses nor knows of other documents or information which shows:

a. that the Respondent has arranged for the disposal of and/or transported a higher volume of Waste Material to the Site than is shown on Appendix A or B; or

b. that the Respondent has arranged for the disposal of and/or transported Waste Material to the Site possessing a different chemical nature or constituent or possessing more toxic or other hazardous effects than has been disclosed in documents or information previously submitted to the EPA.

11. Each Respondent hereby certifies, individually, that it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information within the scope of the information requested by the EPA pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), since it received any such request for information relating to the Site, and that it has fully complied to the best of its knowledge and belief with any and all such EPA requests for information pursuant to section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

COVENANT NOT TO SUE

12. Subject to the reservations of rights in Section V, Paragraphs 16 through 21 of this Consent Order, and in

consideration of each Respondent's full payment of the Settlement Amount and interest thereon, plus any civil penalties as to Non-Federal Respondents, and upon the effective date of this Consent Order, the EPA covenants not to sue or to take any other civil or administrative action against each such Respondent, and covenants not to take any administrative actions against Federal Respondents, including, but not limited to, actions pursuant to sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site.

13. This covenant not to sue is conditioned as to each Respondent upon the complete and satisfactory performance of all obligations of such Respondent under this Consent Order.

14. Each Respondent agrees not to assert any claims or causes of action against the United States, including, but not limited to, the Federal Respondents or the Hazardous Substance Superfund through sections 106(b)(2), 111 or 112 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611 or 9612, or to seek any other costs, damages, or attorneys' fees from the United States with respect to the Site or this Consent Order. However this release by Respondents shall be null and void as to any Federal Respondent for whom EPA elects to nullify this Order pursuant to Section V, Paragraph 4 of this Consent Order.

15. The covenant not to sue set forth in Section V, Paragraph 12, supra, extends only to Respondents and does not extend to any other person.

RESERVATION OF RIGHTS

16. Nothing in this Consent Order is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any Respondent for:

a. Any liability as a result of failure to make the payments required by Section V, Paragraphs 2 and 4 of this Consent Order;

b. Any matter not expressly included in this Consent Order, including, without limitation, any liability for damages to natural resources;

c. Criminal liability; and

d. Liability arising from the past, present or future disposal, release or threat of release of Waste Material outside the Site as defined in Section III, Paragraph 1 of this Consent Order.

17. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States to seek or obtain further relief from any of the Respondents, and the Covenant not to Sue in Section V, Paragraph 12 of this Consent Order shall be null and void, if:

e. information not currently known to the EPA is discovered which indicates that such Respondent contributed Waste Material to the Site in a greater amount than that listed in Appendix A or B of this Consent Order, or if the Respondent contributed Waste Material which contributed disproportionately to the cumulative toxic or other hazardous effects of the Waste Material at the Site. Information regarding the Site, not currently known, shall not include information which was in the possession of the EPA or its contractors or agents as of January 1, 1992.

f. response costs actually incurred during the completion of the remedial action at the Site exceed \$536,000,000, the Remediation Cost for the Site. This subparagraph shall not apply to Respondents that opt to pay a "premium in lieu of cost reopener" pursuant to Section V, Paragraph 1(b).

18. Except as provided in Section V, Paragraph 12, nothing in this Consent Order is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Consent Order.

19. No person other than a party executing this Consent Order may enforce any of its terms. Nothing in this Consent Order is intended to waive, release, or diminish Respondents' ability to enforce without penalty in court the terms of this Consent Order.

20. The parties agree that the effect of this Consent Order shall be as stated in section 122(d)(1)(B) of CERCLA, 42 U.S.C. § 9622(d)(1)(B).

21. EPA and the Respondents agree that payment by the Respondents in accordance with this Consent Order does not constitute an admission of any liability by any Respondent.

EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

22. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any

person not a party to this Consent Order. Each of the parties hereto expressly reserves any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

23. With regard to claims for contribution against Respondents for matters addressed in this Consent Order, the Parties hereto agree that the Respondents are entitled to such protection from contribution actions or claims as is provided by sections 113(f)(2), 113(g)(3) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 113(f)(2), 9613(g)(3) and 9622(g)(5).

24. Each Respondent agrees not to contest or otherwise challenge in any way EPA's selection and implementation of the Record(s) of Decision (ROD(s)) or other response action(s) at the Site.

PARTIES BOUND

25. This Consent Order shall apply to and be binding upon the EPA, each of the Respondents, and their officers, directors, employees, agents, successors and assigns. Any change in ownership or corporate or governmental status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory, or group of signatories where applicable, to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Respondent represented by him or her.

PUBLIC COMMENT

26. This Consent Order shall be subject to a thirty-day public comment period, pursuant to section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw its consent to this Consent Order if during public comment, comments received disclose facts or considerations which indicate this Consent Order is inappropriate, improper, or inadequate.

EFFECTIVE DATE

27. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section V, Paragraph 24, of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

COUNTERPARTS

28. This Consent Order may be executed in any number of counterparts, each of which when executed and delivered to EPA shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By


Robert L. Duprey, Director
Hazardous Waste Management Division

8/28/92
[Date]

Respondents

By Donald S. Sealy
[Name]

7-13-92
[Date]

Title: Area Manufacturing Manager Initial selected premium option:
Premium Option A DL
Premium Option B _____

Name as it appears on Appendix A or B _____

PEPSI-COLA METROPOLITAN BOTTLING CO.

Respondents

By David D. Conway
[Name]

July 13, 1992
[Date]

Title: Manager, Operational Services

Initial selected premium option:

Premium Option A

Premium Option B x DDE

Name as it appears on Appendix A or B Marathon Oil Company

adents

By

D. Michael Ch...

[Name]

10 JULY 1992

[Date]

Initial selected premium option:

Title: General Counsel, Vice President
& Secretary

Premium Option A (M)
Premium Option B

Name as it appears on Appendix A or B Samsonite Corporation

Respondents

By Michael C. Goldberg Michael C. Goldberg
[Name]

July 9, 1992

[Date]

Title: Vice President

Initial selected premium option:

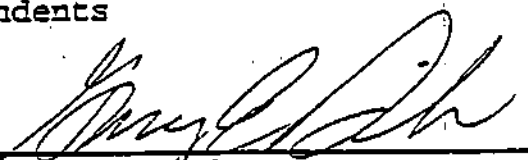
Premium Option A

Premium Option B mcg

Name as it appears on Appendix A or B ALLIED TRADES, INC. D/B/A BARNETT LUMBER CO

Respondents

By


[Name]

7/2/92
[Date]

Title:

Attorney for

Initial selected premium option:

Premium Option A

Premium Option B ✓

Name as it appears on Appendix A or B Burlington Northern Railroad Company

respondents

By

Wayne T. Fisher

[Name]

July 6, 1992

[Date]

Wayne T. Fisher

Title:

Senior Vice President

Initial selected premium option:

Premium Option A

Premium Option B WTF

WTF

Name as it appears on Appendix A or B

CAMP DRESSER & MCKEE INC.

Respondents

By

Robert M. Novotny

[Name] Robert M. Novotny

July 9, 1992

[Date]

Title: Vice President - Operations

Initial selected premium option:

Premium Option A x 14

Premium Option B _____

Name as it appears on Appendix A or B ASARCO INC. GLOBE PLANT

Respondents

By

Geyer Seabach
[Name]

7-13-92

[Date]

Title:

SR V.P. OPS

Initial selected premium option:

Premium Option A

Premium Option B X

Name as it appears on Appendix A or B

Cord Laboratories Inc

Respondents

By Thomas W. Beggs
[Name] Thomas W. Beggs

July 9, 1992
[Date]

Title: Director, Corporate
Environmental Services

Initial selected premium option:

Premium Option A
Premium Option B JWB

Name as it appears on Appendix A or B Smith-Kline Beckman Corporation

Lowenstein Theatre
Respondents Denver Center for the Performing Arts - lessee of theatre
Helen G. Bonfills Foundation - owner of theatre

By 
[Name] Lester L. Ward

July 15, 1992
[Date]

President-Denver Center for the Performing Arts Initial selected premium option:
Title: _____ Premium Option A _____
Secy/Treasurer-Helen G. Bonfills Premium Option B XX Low
Foundation
Name as it appears on Appendix A or B Lowenstein Theatre/DCPA

Respondents

By

William Reichenberg

[Name]

July 17, 1992

[Date]

Title: President

Initial selected premium option:

Premium Option A

Premium Option B WR

Name as it appears on Appendix A or B Valleylab, Inc.

Respondents

By

George R. Larsen Jr.
[Name] George R. Larsen

July 20, 1992

[Date]

Title: Acting Director
Environmental Management Department

Initial selected premium option:

Premium Option A X
Premium Option B

Name as it appears on Appendix A or B Martin Marietta Corporation -
Astronautics Group

Respondents

By Victor J. Ross
[Name]

Victor J. Ross, Ed.D.

June 29, 1992

[Date]

Title: Superintendent

Initial selected premium option:

Premium Option A

Premium Option B X

VJR

Name as it appears on Appendix A or B Adams-Arapahoe Joint District
No. 28J (Aurora Public Schools)

Respondents

City of Colorado Springs

By

[Signature]

[Name]

July 16, 1992

[Date]

J. Martin Thrasher

Director, Environmental Services Department

Colorado Springs

Initial selected premium option:

Title: Utilities

Premium Option A _____

Premium Option B X

Name as it appears on Appendix A or B City of Colorado Springs

APPROVED AS TO FORM:

[Signature]
UTILITIES ATTORNEY

LOWRY LANDFILL

Respondents

By

B. R. Quinn
[Name]

July 22, 1992

[Date]

Initial selected premium option:

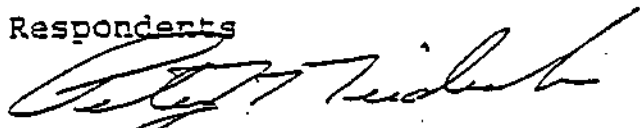
Title: Environment & Safety Engineering Vice President

Premium Option A

Premium Option B AT&T

Name as it appears on Appendix A or B AT&T

Respondents



By Peter J. Neidecker

[Name]

July 16, 1992

[Date]

Title: President

Initial selected premium option:

Premium Option A

Premium Option B X

Name as it appears on Appendix A or B National Wire and Stamping, Inc.

JUL 23 '92 15:52 AFCEC/ESD DALLAS TX

P.15/20
✓

Respondents

By John N. Stewart
[Name]
JOHN N. STEWART, Colonel USA

16 September 1992
[Date]

Title: Commander, DRMS on behalf of
Defense Logistics Agency

Initial selected premium option:
Premium Option A _____
Premium Option B X

Name as it appears on Appendix A or B United States Defense Logistics Agency

Respondents

By Albert Condes September 10, 1992
(Name) (Date)

Title: Acting Assistant Chief Hydrologist for Operations

Initial selected premium option:

Premium Option A X

Premium Option B

Name as it appears on Appendix A or B:

Alberto Condes

Respondents

By Gerald H. Yamada
[Name]

9/17/92
[Date]

Title: Principal Deputy General Counsel

Initial selected premium option:

Premium Option A
Premium Option B X

Name as it appears on Appendix A or B:

U.S. EPA REGION VIII LAB

Respondents

By

[Signature]
[Name]

Sep 14 1992
[Date]

Initial selected premium option:

Title: Dep Asst Sec of AF (ESOU)

Premium Option A

Premium Option B X

Name as it appears on Appendix A or B U.S. AIR FORCE

Respondents

By David E. Lewis
[Name]

August 3, 1992
[Date]

Title: Assistant Secretary for Acquisition and Facilities Initial selected premium option:
Premium Option A oo
Premium Option B _____

Name as it appears on Appendix A or B David E. Lewis

Respondents

By Eugene H. Esau
[Name]

9/11/93
[Date]

Title: Deputy Director of the Mint

Initial selected premium option:

Premium Option A X
Premium Option B

Name as it appears on Appendix A or B:

US Mint, Department of the Treasury

Appendix A

LIST OF SETTLEMENT AMOUNTS Including Premium for Settlement-Option A

The Settlement Amount for each Respondent choosing Option A is calculated as follows:

$$\frac{\$536,000,000}{142,295,420} \times 1.5 \times (\text{Volume of Waste Material}) = \text{Settlement Amt.}$$

LOWRY LANDFILL DE MINIMIS SETTLEMENT APPENDIX A

LOWRY LANDFILL DE MINIMIS PRPS
SETTLING ON OPTION "A" (0.5 PREMIUM)

| | VOLUME (GALLONS) | BASE AMOUNT | SETTLEMENT AMOUNT |
|--|---------------------|----------------|----------------------|
| 1 ASARCO INC. GLOBE PLANT | 3,600.00 | \$13,572.00 | \$20,358.00 |
| 2 MARTIN MARIETTA CORPORATION-DENVER AEROSPACE | 16,795.00 | \$63,317.15 | \$94,975.73 |
| 3 PEPSI-COLA BOTTLING COMPANY | 2,717.00 | \$10,243.09 | \$15,364.64 |
| 4 SAMSONITE CORPORATION | 5,395.00 | \$20,339.15 | \$30,508.73 |
| 5 USGS NWQ LABORATORY | 10,835.00 | \$40,847.95 | \$61,271.93 |
| 6 U.S. MINT, TREASURY DEPARTMENT | 7,600.00 | \$28,652.00 | \$42,978.00 |
| 7 U.S. VETERANS ADMINISTRATION MEDICAL CENTER | 18,768.00 | \$70,755.36 | \$106,133.04 |
| TOTAL | 65,710.00 | \$247,726.70 | \$371,590.05 |

Appendix B

LIST OF SETTLEMENT AMOUNTS Including Premium In Lieu Of Cost Reopener-Option B

The Settlement Amount for each Respondent choosing Option B is calculated as follows:

$$\frac{\$536,000,000}{142,295,420} \times 3.0 \times (\text{Volume of Waste Material}) = \text{Settlement Amt.}$$

LOWRY LANDFILL DE MINIMIS SETTLEMENT APPENDIX B

LOWRY LANDFILL DE MINIMIS PRPS SETTLING ON OPTION "B" (2.0 PREMIUM)

| | VOLUME (GALLONS) | BASE AMOUNT | SETTLEMENT AMOUNT |
|---|---------------------|----------------|----------------------|
| 1 ADAMS ARAPAHOE JOINT DISTRICT NO. 28J (AURORA PS) | 96.00 | \$361.92 | \$1,085.76 |
| 2 ALLIED TRADES, INC., D/B/A BARNETT LUMBER CO | 200.00 | \$754.00 | \$2,262.00 |
| 3 AT&T IND., INC. | 500.00 | \$1,885.00 | \$5,655.00 |
| 4 BURLINGTON NORTHERN RAILROAD | 220.00 | \$829.40 | \$2,488.20 |
| 5 CAMP DRESSER & MCKEE, INC. | 795.00 | \$2,997.15 | \$8,991.45 |
| 6 CITY OF COLORADO SPRINGS | 172.50 | \$650.33 | \$1,950.98 |
| 7 CORD LABORATORIES, INC. | 7,026.00 | \$26,488.02 | \$79,464.06 |
| 8 LOWENSTEIN THEATRE/DCPA | 2.50 | \$9.43 | \$28.28 |
| 9 MARATHON OIL COMPANY | 100.00 | \$377.00 | \$1,131.00 |
| 10 NATIONAL WIRE AND STAMPING, INC. | 543.00 | \$2,047.11 | \$6,141.33 |
| 11 SMITH-KLINE BECKMAN CORPORATION | 550.00 | \$2,073.50 | \$6,220.50 |
| 12 U.S. AIR FORCE | 10,333.00 | \$38,955.41 | \$116,866.23 |
| 13 U.S. DEFENSE LOGISTICS AGENCY | 2,145.00 | \$8,086.65 | \$24,259.95 |
| 14 U.S. EPA REGION VIII LAB | 125.00 | \$471.25 | \$1,413.75 |
| 15 VALLEYLAB, INC. | 375.00 | \$1,413.75 | \$4,241.25 |
| TOTAL | 23,183.00 | \$87,399.91 | \$262,199.73 |